

Plaza Theatre Performing Arts Centre



Request for Proposals Theatre Operations Manager

CITY OF EL PASO, TEXAS

Pre-Proposal Conference

The following series of Plaza Theatre Performing Arts Center events, including a pre-proposal conference for this RFP, will be held on Wednesday, October 15, 2003.

- 9:00 a.m. to
12:00 p.m.** **Construction Pre-Bid Conference at the Plaza Theatre Centre**
- 1:00 p.m.** **Walk Through of Plaza Theatre for prospective Construction Bidders, Sub Contractors, and Theatre Operator Proposers at the Plaza Theatre Centre**
- 2:00 p.m.** **Informal discussion and interaction between City Personnel, Construction Bidders and Theatre Operator Proposers at the Plaza Theatre Centre**
- 2:30 p.m.** **Theatre Operator Pre-Proposal Conference – El Paso Museum of Art Conference Room**

The City understands that proposers on the Plaza Theatre Performing Arts Centre Operations Manager may have questions with regard to the construction and renovation of the Centre, therefore, Proposers are invited to attend all events. Although attendance is not mandatory, proposers for this RFP are strongly urged to at least attend the Walk Through and the Theatre Operator Pre-Proposal Conference. The El Paso Museum of Art is a short walk from the Plaza Theatre Centre.

Note:

The Plaza Theatre Performing Arts Centre has been in an “unused state” for a number of years. There will be dust particulates in the building. A limited number of dust control masks will be available at the Centre. If you have allergies to dust then you may not want to attend. You may want to check with your physician or make other arrangements with regard to dust control protective clothing prior to entering the Centre. Airborne testing has been done and determined the environment to be non-hazardous, but you should be aware of the dusty conditions. Do not touch the walls or any exposed piping when in the Center.

REQUEST FOR PROPOSALS
FOR THEATRE OPERATIONS MANAGER
FOR
PLAZA THEATRE PERFORMING ARTS CENTRE
EL PASO, TEXAS

NOTE TO PROSPECTIVE PROPOSERS:

This Request for Proposals contains four (4) separate documents:

- Request for Proposals (RFP)
- Attachment "A" Floor Plan of Plaza Theatre Performing Arts Centre
- Attachment "B" City of El Paso and El Paso Empowerment Zone Business Incentives
- Qualifications and Experience Questionnaire

If your packet does not include these documents or if you require additional information, please contact:

Monica Vera
Telephone: (915) 541-4234
E-mail: verame@elpasotexas.gov

REQUEST FOR PROPOSALS
FOR THEATRE OPERATIONS MANAGER
FOR
PLAZA THEATRE PERFORMING ARTS CENTRE
El Paso, Texas

The City of El Paso (the "City") is restoring, renovating, and enhancing the historic Plaza Theatre, a performing arts theater, located in downtown El Paso. The historic Theatre was originally built in 1930, being utilized as a movie theater and as a vaudeville house. The City, in partnership with El Paso Community Foundation, has committed to renovate, restore, and enhance the historic Theatre in order that the historic Theatre, along with other properties being developed as a part of the Performing Arts Centre, might be used for entertainment, educational, meeting, and other purposes.

OVERVIEW

The City is inviting proposals from interested and qualified parties for the operation and management of the Performing Arts Centre to be known as the "Plaza Theatre Performing Arts Centre", located in downtown El Paso near the expanded El Paso Convention Center, immediately adjacent to El Paso Museum of Art, and across the street from El Paso's largest downtown hotel. Actual construction is anticipated to begin in early 2004, and to be completed in early to mid-2005.

GENERAL INFORMATION

- A. The Plaza Theatre Performing Arts Centre is to have four major elements, three of which to be under the management of the Theatre Operations Manager:
1. A renovated, enhanced historic Theatre, which will: (i) be a multi-purpose venue capable of use for theatre and musical productions, symphony, ballet, dance, opera, speeches, meetings, and other events; and (ii) accommodate 2,000 patrons, more or less.

2. A children's theatre/multi-purpose venue which will accommodate 175 patrons, more or less.
3. A roof-top garden entertainment area, which can be used for parties, dining, smaller musical performances, and other events.
4. A commercial restaurant which will be operated by a separate restaurant operator (i.e., *not* by the Theatre Operations Manager). This restaurant will, however, be capable of providing food service for events being held at the children's theatre and the roof-top garden entertainment area.

A general floor plan for the Plaza Theatre Performing Arts Centre is attached as *Appendix "A"*, attached hereto.

- B. Preliminary to the City's committing itself to the Plaza Theatre Performing Arts Centre, an affiliate of El Paso Community Foundation, retained a feasibility study with respect to possible use of the Performing Arts Centre. While such feasibility study was not retained by the City and the City makes no express or implied representations or warranties as to information contained therein or contents thereof, the City has a copy of such feasibility study which is available to any proposer, upon request to the City. Any costs to duplicate the study and shipping costs will be the responsibility of the requestor. If you desire a copy contact Monica Vera.
- C. The Plaza Theatre Performing Arts Centre is located within an Empowerment Zone, regarding which the Theatre Operations Manager may be eligible to participate in one or more programs advantageous to the Theatre Operations Manager and/or to the Performing Arts Centre. Attached as *Appendix "B"* is a summary of certain business incentives which may be available

through the Empowerment Zone. It is recommended that the Empowerment Zone staff be contacted directly to provide further information and guidance.

D. The selected Theatre Operations Manager will be responsible for:

1. Providing, upon request of the City, consulting services to the architects and project manager for the Performing Arts Centre Project with respect to operational issues associated with the design, restoration, and improvement of the Performing Arts Centre. These services will be for purposes of facilitating the efficient operations by the Theatre Operations Manager once the Performing Arts Centre has been opened for use by the public. Such consultation services are a necessary part of the services and duties to be undertaken by the Theatre Operations Manager and should be considered by the proposer when responding to the City.

Please Note: There will be **no additional** consideration payable to the proposer with respect to the Theatre Operations Manager's consultation services hereunder. All consideration payable to the Theatre Operation's Manager shall be respect to the period after the Performing Arts Centre is opened for use by the public.

Notwithstanding any review of, or recommendations with respect to, designs, plans, and specifications with respect to the Performing Arts Centre, the Theatre Operations Manager will NOT have any responsibility to the City or any other person with respect to (i) defects with respect to such designs, plans, and specification, (ii) supervision of such designs, plans, and specifications, and/or (iii) construction with respect to such designs, plans, and specifications.

2. All aspects of the business and operations of the historic theatre venue, the children's theatre/multi-purpose venue, and the roof-top garden entertainment area. Such matters would include the following:
- a. Marketing of the Performing Arts Centre to: (i) event sponsors, promoters and other users, and potential such users, of the Performing Arts Centre to encourage use of such facilities; and (ii) patron and members of the public, to encourage attendance at functions held at the Performing Arts Centre.
 - b. At the Theatre Operations Manager's sole cost and expense, establish, maintain, update, and operate a website for the Performing Arts Centre. This website will be the sole responsibility of the Theatre Operations Manager but shall be the property of and owning and domain name rights retained by the City. The contents of such website shall be subject to the approval rights of the City, not to be reasonable withheld. At the end of the contract all code, format and files in regards to the website shall be turned over to the City within three (3) days of the end of the contract.
 - c. With respect to events to be held at the historic Plaza Theatre, the Theatre Operations Manager will be responsible for concessions and merchandise sales.
 - d. With respect to events to be held at the children's theatre and the roof-top garden entertainment area: (i) the bookings and management of such events will be the responsibility of the Theatre Operations Manager; (ii) any, if any, catering of food and beverages for such events will be provided by the restaurant operations manager, which may have an exclusive arrangement with respect thereto; and (iii) the Theatre Operations Manager will have, as a part of

its responsibilities, certain functions relating to coordinating such events with the restaurant operations manager.

3. With respect to all areas of the Performing Arts Centre other than the restaurant, coordinating, supervising, and assuring: (i) maintenance of the Performing Arts Centre; and (ii) all custodial/janitorial services.
4. Coordinating uses with, and interfacing with, the restaurant operations manager to be selected in the future by the City.
5. Annual budgets, which shall be submitted to the City at such times set by the City.
6. Presentations to the City Council and other boards or groups in regards to the Performing Arts Centre.

OBJECTIVES FOR PLAZA THEATRE PERFORMING ARTS CENTRE

The objectives of the City with respect to the operation of the Plaza Theatre Performing Arts Centre are that the Performing Arts Centre will:

1. Contribute to downtown revitalization through increased artistic and cultural events, business activity and patronage.
2. Preserve, restore, and enhance historic elements and uses of the Performing Arts Centre, while providing a gateway and improved appearance for the area.
3. Provide venues for community events and much-needed entertainment opportunities.
4. Be financially viable in the short and long terms.

REQUEST FOR PROPOSAL

The City requests written proposals from interested individuals or parties to include:

1. Performing Arts Centre Use Concept

- Proposed Use:
 - Business concept, including types of entertainment.
 - Hours of operation (not including restaurant).
 - Anticipated patronage (not including restaurant) -- targeted audiences and estimated numbers of attendees.
 - Concession operation. Discuss food and beverage service (not including those associated with the restaurant space), including any alcohol service. Provide information in regards to any subcontracting relationships.
 - Booking procedures. Discuss in particular your approach for booking entertainment and events. Include a proposed fee schedule for renting space (not including the restaurant space), whether to community, non-profit or other groups. Detail relationship with national booking and talent agencies, theatrical booking agencies and the national network of presenters, producers and promoters.
- On-site Management: Identify individuals who will be responsible for day-to-day operations of the Performing Arts Centre. Particularly identify whether management, repairs and security would be provided by the operator or through a subcontractor.
- Community Use: Availability of the Performing Arts Centre (not including restaurant) for community use is a required element of your proposal. Discuss your approach to

scope (scheduling, available times, frequency, etc.) for community use of the Performing Arts Centre (not including restaurant).

- Other Community Benefits: Discuss any community benefits associated with your proposed operation (including, by way of example only, possible interaction with any proposed Empowerment Zone programs, businesses or initiatives, if applicable to proposal) that the City should take into account in evaluating your proposal.

2. Financial Description.

- Budgets and Reporting: Submit a detailed description of the projected annual operating expenses and revenues for the operation of Performing Arts Centre (not including restaurant). During the term of any retention, the City will require of the Theatre Operations Manager that: (i) operating, capital and maintenance budgets be submitted to the City for its review and approval not less often than annually; (ii) accounting and other reports with respect to operations, capital expenditures, and maintenance expenditures to be submitted periodically to the City; and (iii) ticket sales and revenue data to be provided on a regular schedule;
- Proposed Retention of Theatre Operations Manager: Please describe in detail, including (at a minimum) discussion as to proposed:
 - Term of retention, including any (if any) options to renew, options to terminate, etc.
 - Performance criteria applicable to Theatre Operations Manager.
 - Compensation of Theatre Operations Manager. The facility will be financed in part with tax exempt bonds or obligations. The compensation proposal must be

structured so as to not be a private business use as defined in Internal Revenue Code Sec. 141.

- Termination provisions with respect to retention.
- Maintenance: Include a proposed budget for Performing Arts Centre (not including restaurant) maintenance. Proposed constructions plans and specifications are on file at various locations for viewing. Contact Rick Mojica, CCPM at ECM International Inc. (915) 351-1900 office or (915) 351-1908 fax for specific locations or more information.
- Rental and Other Revenue Streams with respect to Performing Arts Centre (not including restaurant):
 - Propose an initial rent structure (applicable to users of the three facilities to be managed by the Theatre Operations Manager) consistent with occupancy/use of Performing Arts Centre
 - Propose a method for future increases in such rent structure.
 - Proposed maximization of food, beverage, other concessions, and novelty sales revenues, consistent with smooth operations and high level of service.
 - Propose a structure with respect to a “capital component” associated with ticket pricing to be available with respect to future capital maintenance or capital improvements at the Performing Arts Centre (i.e., oftentimes referred to as a facility preservation fee).
- Marketing Plan: Describe how you would promote the Performing Arts Centre to: (i) event sponsors, promoters and other users, and potential such users, of the Performing Arts Centre to encourage use of such facilities; and (ii) patron and members of the

public, to encourage attendance at functions held at the Performing Arts Centre; and
(iii) any persons using Internet access for data and information.

- Financial Contingencies: Discuss any financial contingencies that would limit your proposal. Also discuss your ability to support the operations of the Performing Arts Centre (not including restaurant) in the early months of operation.
- Financial Statement: A financial statement or tax returns will be required prior to final selection of Theatre Operations Manager.

3. Experience and Reputation. The Theatre Operations Manager must be an organization whose principals have substantial experience and expertise in: (i) the management and operations of other such performing arts venues; (ii) marketing of such other such performing arts venues; and (iii) bookings with respect to use of other such performing arts venues.

- Team Members of Theatre Operations Manager: With respect to your company and each member of your company's core team which will be responsible for the implementation of your proposal, please provide the following information:
 - Name and job title.
 - Contact information.
 - Role.
 - Short professional biography.
- Qualifications: Describe related experience and qualifications of your company and your team members, highlighting experience with historic theatres, as well as your familiarity (if any) with the El Paso community and relations with professional and resident performance companies.
- Demonstrated experience in operation of historic, multi-purpose performing arts theatres and venues to include physical plant operations, maintenance and repairs,

front of house operations, staff management and operational compliance with Americans with Disabilities Act.

- Experience in working cooperatively with architects, project managers and others with in the planning and design of a performing arts theatre as it relates to matters affecting operations.
- Detail Multi-Market and National Industry Relationships, including:
 - Relationships with national booking and talent agencies.
 - Relationships with theatrical booking agencies.
 - Relationships with national or regional network of presenters, producers, and promoters.
- Demonstrated community involvement including governmental relations, interface with small and emerging Arts groups and other community organizations, interaction with local education institutions and theatre tours.
- Past Projects: Provide examples of prior projects completed, with a list of the individuals involved and their roles.
- References: Provide a contact name and phone number for each of the following:
 - Five professional references.
 - Two bank references.
 - Five client references.

CONTRACTUAL ARRANGEMENT

After evaluations of proposals, it is the intent of the City to negotiate and enter into a contract with a successful proposer, whereby such successful proposer will be retained as the Theatre Operations Manager.

SUBMISSION OF PROPOSALS

SUBMITTAL INSTRUCTIONS

- A. Interested firms shall submit 1 original and 4 copies of the response to the Request for Proposals statement to the address as noted below, to be received no later than 2:00 p.m., M.S.T., October 29, 2003 or as changed in any addenda:

City of El Paso Purchasing Dept.
Two Civic Center Plaza
7th Floor
El Paso, TX 79901

Please mark your response as follows:

**Plaza Theatre Centre Operations Manager
RFP Number 2004-009R**

Proposals forwarded to offices other than the Purchasing Department will be deemed non-responsive.

- B. Responses submitted by facsimile will not be accepted.
- C. Failure to submit completed forms as required by RFP may result in the Respondent's proposal being deemed non-responsive.

A response to this request will require a cost proposal from the respondents, however, creative approaches designed to insure participation and guarantee success are encouraged. Further, this request is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

The City of El Paso reserves the sole right to evaluate the proposals submitted, to have City Council waive any irregularities therein, to select candidates for interview or to reject any or all firms which submitted proposals should it be deemed in the City's best interest. The City of El Paso also reserves the right to re-issue the request for proposals.

All communications or questions concerning the RFP or this project should be directed to Monica E. Vera, C.P.M. All questions shall be submitted in writing, no verbal responses are to be provided nor communication with anyone other than Purchasing. All written inquiries should be directed to the following address:

Purchasing Department 7th floor City Hall

Attn: Monica Vera

Two Civic Center Plaza

El Paso, TX 79901

OR FAXED TO (915) 541-4347

Written responses and addenda will be issued to all persons or firms registering their interest with Purchasing.

SCHEDULE OF EVENTS (tentative)

October 2003	-	City receives responses
November 2003	-	Proposal Awarded by City Council
December 2003	-	Contract start date
Mid 2005	-	Plaza Theatre construction complete

All proposals, including the Qualification and Experience Questionnaire attached hereto, must be received by the City at the above address on or before the date noted for receipt of proposals in this RFP or as modified by any addenda.

EVALUATION AND AWARD

Each proposal received will be fully evaluated. The determining considerations in the award of the privilege by the City will include such matters as: (i) the experience and reputation of the proposer with respect to operations, bookings, and marketing of similar such other facilities; (ii) the proposer's plans for attaining the City's objectives for the Plaza Theatre Performing Arts Centre; (iii) details to be included as a part of the proposal; and (iv) financial, term (length of contract), and other requirements (financial and otherwise) to be associated with respect to the proposed relationship between the proposer and the City.

The City will select the proposal, which in its sole judgment is deemed most advantageous to the public and the City.

EVALUATION FACTORS FOR AWARD

1. Proposals will be evaluated based upon the evaluation criteria listed and the firm's ability to satisfy the proposal requirements.
2. Only one contract will be awarded as the result of this solicitation.
3. A committee will be selected to evaluate the proposals. The objective of the evaluation committee is to select the most qualified proposal, utilizing the evaluation factors set forth below.
4. The City is aware of the complexity of the services to be provided and the fact that there is more than one approach to satisfying the minimum specifications or that more than one solution or method may be applied to meet a given requirement. The evaluation program is designed to allow a certain amount of freedom in how to accomplish the task, as long as the City's functional requirements are met.
5. Proposals will be evaluated in accordance with the following factors and ranked according to the total number of points the individual proposal earned., based on the stated maximum point allowance per factor.

	<u>FACTOR</u>	<u>MAXIMUM POINTS ALLOWED</u>
1)	Qualifications and prior experience of the organization and personnel in the subject professional field, specifically related to the Plaza Theatre Performing Arts Center	40
2)	Plans for meeting RFP objectives	35
3)	Financial considerations and abilities	25
	TOTAL AVAILABLE POINTS	100

6. Basis of Award. It will be the intent of the grading system and evaluation criteria to view each statement in terms of content, not appearance. The company will be selected on the basis of demonstrated competence and qualifications to perform the services and not through competitive bidding procedures.
7. The City reserves the right to request an oral presentation (or presentations), if deemed necessary by the City.
8. ORAL PRESENTATIONS AND BEST AND FINAL OFFERS MAY BE REQUIRED WITH ALL ENTITIES, WHOSE PROPOSAL ATTAINED THE MINIMUM REQUIRED NUMBER OF QUALIFICATION POINTS (75). NEGOTIATIONS WILL BE CONDUCTED, WITH THE MOST ACCEPTABLE PROPOSAL.

SECTION C
CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a **Professional services** contract. The term of this contract shall be as negotiated, with the term commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form..

2. INVOICES & PAYMENTS

- a. The Contractor shall submit invoices, in single copy, on each contract. Invoices covering more than one contract will not be accepted.
- b. Invoices shall be monthly.
- c. Invoices shall reflect the Contract Number.
- d. Do not include Federal tax, State tax, or City Tax. City shall furnish tax exemption certificate if requested.
- e. Discounts will be taken from the date of receipt of services or date of invoice, whichever is later.
- f. The City 's obligation is payable only and solely from funds available for the purpose of this service. Lack of funds shall render this contract null and void to the extent funds are not available.
- g. Mail invoices to the address indicated in the Notice of Award.
- h. Contractor shall advise the Purchasing and Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless other wise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor or his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. **INDEMNIFICATION** [Rev 04-03-98]

Contractor or its insurer will indemnify the City for any damage to the property of the City and against all claims for damages related to injury to or loss of property of others or injury, illness, physical or mental impairment, loss of services or death of any person that may be caused directly or indirectly by any act or omission by Contractor, its agents, employees or subcontractors even where such damages may involve negligence or allegations of negligence on the part of the City or its officers, employees or agents. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso

with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. **WARRANTY-PRICE**

- a. The price to be paid by the City shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for services of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the cost of the services shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. **RIGHT TO ASSURANCE**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. **TERMINATION [REV. 06/07/97]**

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

9. **ADDITIONAL REMEDIES [R 6/97]**

If the City terminates the contract because of the contractor's failure to perform the services as required by the contract, the City shall have the right to obtain like services from another vendor in substitution for those due from the Contractor. The cost of substitute services shall be determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of the substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the termination or services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

10. **TERMINATION FOR DEFAULT BY CITY REV. 06/09/97**

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Director of Purchasing describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. **FORCE MAJEURE [REV. 06/07/97]**

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract..

12. **ASSIGNMENT-DELEGATION**

No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. **WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. **INTERPRETATION-PAROL EVIDENCE**

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. **APPLICABLE LAW**

This contract shall be controlled by the law of the State of Texas along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. **ADVERTISING**

Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to perform this contract and to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. **AVAILABILITY OF FUNDS:**
The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there shall be no penalty nor removal charges incurred by the City.
18. **VENUE**
Both parties agree that venue for any litigation arising from this contract shall lie in El Paso, El Paso County, Texas.
19. **CONTRACT ADMINISTRATION**
Administration of this Contract, on behalf of the City of El Paso, is the responsibility of Ms. Monica E. Vera, C.P.M., Purchasing Department, or her designee. Ms. Vera can be reached by telephone at (915) 541-4234 or by FAX at (915) 541-4347. Correspondence should be addressed to: The City of El Paso, Purchasing Department, Attn: Monica E. Vera, C.P.M., P O. Box 1919, El Paso, TX 79999-1919. Please refer to Bid Number or Contract Number in all correspondence.
21. **LIABILITY INSURANCE [REV. 03/97]**
For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas public liability insurance a) covering contractor and its employees in the amount of \$500,000 and b) for the protection of the general public and the City in the amount of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 per occurrence for property damage.

With respect to the above required insurance, the City of El Paso and its officers and employees shall be named as additional insureds as their interests may appear. The City shall be provided with 60 days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least 15 days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing Department
Attn: Contract 2004-009R
PLAZA THEATRE CENTRE OPERATIONS MANAGER
2 Civic Center Plaza
El Paso, Texas 79901

Failure to submit insurance certification may result in contract cancellation.

REPRESENTATIONS AND CERTIFICATIONS

1. REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENT:

By submitting this offer, the offeror:

- a. Represents that to the best of its knowledge they are not indebted to the City of El Paso.
The City will consider any outstanding indebtedness to the City, including delinquent property taxes, a factor in evaluating the responsibility of the offeror;
and
- b. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation.
- c. Acknowledges that it has read and understands the requirements of the specifications and all other provisions of this solicitation.
- d. Certifies that during the term of any contract awarded, it will comply with the Fair Labor Standards Act including Section 206 concerning federal minimum wage requirements.

2. NOTICE TO OFFERORS

The City of El Paso Purchasing Department does not maintain an automated list of current vendors. However, every effort is made to assure that interested parties are mailed copies of appropriate solicitations, we cannot, however, guarantee 100% accuracy.

All City Formal Solicitations are advertised in **THE EL PASO TIMES**, with the advertisements appearing every Tuesday. All solicitations are advertised twice, with the first advertisement appearing at least two weeks prior to the due date for the offers. It is recommended that interested parties check the **TIMES** every Tuesday morning, and call the City of El Paso, Purchasing Department at [915] 541-4321 and ask that the specific solicitations, in which you are interested, be mailed to you.

3. REQUIRED FORMS:

All offerors are requested to complete the following forms:

FORMS APPEAR ON THE FOLLOWING PAGES

PLEASE Complete the following forms, and return them to the City of El Paso

FOR OFFICE USE:

___ Add

___ Delete

___ Change

___ Update

CITY OF EL PASO
PURCHASING DEPARTMENT
P.O. BOX 1919
EL PASO, TEXAS 79999

FAX #(915) 541-4347
TELEPHONE # (915) 541-4179

Vendor Number

PLEASE TYPE OR PRINT1. BUSINESS MAILING ADDRESS: (All Offers, Purchase Orders and Correspondence)

Business Name

Street, P.O. Box, Suite, Etc.

City	State	Zip	Telephone	Fax	E-mail
------	-------	-----	-----------	-----	--------

2. REMITTANCE ADDRESS:

Name

Address

City	State	Zip	Telephone	Fax	E-Mail
------	-------	-----	-----------	-----	--------

3. PHYSICAL ADDRESS IF DIFFERENT:

Name

Address

City	State	Zip	Telephone	Fax	E-Mail
------	-------	-----	-----------	-----	--------

- | | |
|--|---|
| 4. <input type="checkbox"/> _ Manufacturer or Producer | <input type="checkbox"/> _ Disadvantaged Business Enterprise |
| <input type="checkbox"/> _ Wholesaler | <input type="checkbox"/> _ Asian - Pacific American |
| <input type="checkbox"/> _ Retailer | <input type="checkbox"/> _ Black American |
| <input type="checkbox"/> _ Franchised Distributor | <input type="checkbox"/> _ Hispanic American |
| <input type="checkbox"/> _ Factory Representative | <input type="checkbox"/> _ Native American |
| <input type="checkbox"/> _ Other _____ | <input type="checkbox"/> _ Woman Owned Business |
| <input type="checkbox"/> _ Large Business | <input type="checkbox"/> _ Handicapped |
| <input type="checkbox"/> _ Small Business | <input type="checkbox"/> _ Local Business Enterprise |
| | <input type="checkbox"/> _ HUB State Certified Historically Underutilized Business, please furnish copy of Certification. |

[SEE NEXT PAGE FOR DEFINITIONS]

DEFINITIONS:

SMALL BUSINESS CONCERN:

Less than \$1,000,000.00 in annual receipts, or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE:

At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS:

At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED:

At least fifty-one percent [51%] owned by a person or persons with and orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE

A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]

A Business Enterprise, which has been granted a Certificate by the State of Texas, as an Historically Underutilized Business.

5. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Building and Procurement Commission, P.O. Box 13047, Austin, Texas 78711-3047. The City encourages you to contact the State on the HUB program, if you feel you may qualify.
6. I certify that the foregoing information is a full, true and correct statement of the facts. I understand that my failure to respond to three (3) solicitations for any one class of items could cause the City of El Paso Purchasing Office to discontinue sending solicitations for that particular class. I also understand it is my responsibility to inform City of El Paso Purchasing Office in writing of any changes to this application; i.e., change of address, change of class etc. The City of El Paso does not guarantee you will receive all solicitations in your business categories. Notices of Solicitations are posted in the Purchasing Department, at the Chamber of Commerce, El Paso Hispanic Chamber of Commerce and at The Procurement Outreach Center, as well as being published in the official designated newspaper.

Signature of Person Authorized to Sign Application

Title

Date

The City of El Paso Purchasing Department is requesting information to update their vendor records **and to fulfill IRS requirement that taxpayer identification numbers (EID or Social Security) and certification be on file with the City. Failure to provide this information may require the City to withhold 20% of payments due you or your firm and pay that amount directly to the IRS.**

CITY OF EL PASO
PURCHASING DEPARTMENT
P.O. BOX 1919

Tel. No. (915) 541-4308 EL PASO, TEXAS 79999-1919 Fax No. (915) 541-4347

BUSINESS ORDERING ADDRESS FIRM NAME:		BUSINESS BILLING ADDRESS FIRM NAME:	
ADDRESS:		ADDRESS:	
CITY/STATE:		CITY/STATE:	
TELEPHONE:	FAX:	E-Mail:	
EIN OR SSN: _____ INCORPORATED IN STATE OF: _____ ; PARTNERSHIP: GENERAL <input type="checkbox"/> OR LTD. <input type="checkbox"/> ; SOLE PROPRIETORSHIP <input type="checkbox"/> ; JOINT VENTURE <input type="checkbox"/> ; OTHER: _____.			
1. I certify under penalty of perjury that the tax identification number is correct. 2. I certify under penalty of perjury that I am not subject to backup withholding.			
AUTHORIZED SIGNATURE _____		DATE _____	
PRINT NAME & TITLE _____			

NOTICES AND INSTRUCTIONS TO OFFERORS

1. **SIGNATURE OF OFFER BY PERSON AUTHORIZED TO SIGN**

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a bid non-responsive.

2. REQUIRED NUMBER OF COPIES:

OFFER [PROPOSAL] MUST BE SUBMITTED IN ORIGINAL FORM AND 4 COPIES ONLY THOSE PAGES ON WHICH YOU ARE REQUIRED TO FILL IN PRICES, FURNISH OTHER INFORMATION, OR WHICH CALL FOR A SIGNATURE NEED BE TURNED IN AS YOUR OFFER.

3. OFFER SUBMISSION INSTRUCTIONS:

OFFER MUST BE SEALED WHEN PRESENTED TO THE PURCHASING DEPARTMENT. Offers will be received by the City of El Paso until **2:00 P.M., local time, on WEDNESDAY, OCTOBER 29, 2003, or such later date as noted in addenda. Proposals company names only will be announced.**

NOTE: **THE CITY DOES NOT PROVIDE ENVELOPES FOR THE PURPOSE OF SUBMITTING OFFERS.**

4. ADDRESSING INSTRUCTIONS:

The envelope or box containing the offer must be addressed as follows:

DIRECTOR OF PURCHASING
CITY OF EL PASO
2 CIVIC CENTER PLAZA
EL PASO, TEXAS 79901-1196

BID/RFP NO. 2004-009R-**Plaza Theatre Centre Operations Manager**

5. LABELING OF PROPOSALS:

The self-adhesive bid label included in the solicitation documents may be affixed to the outside of the package containing the offer. The City Purchasing Department may open any unlabeled submittal to identify it properly. Offerors may use the bid label provided to protect the integrity of their sealed bids and to fully avail themselves of the sealed bid process.

6. OFFER DELIVERY RESPONSIBILITY:

The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope or box does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. DESCRIPTIVE LITERATURE:

Descriptive literature should be used only to support the response to the RFP.

8. OFFER DOCUMENTS, SUPPORTING LITERATURE AND RELATED DATA:
Related data, where applicable, will be made part of the bid. All documents, literature and related data submitted as an offer becomes the property of the City of El Paso.
9. ALTERNATE OFFERS:
Alternate offers may be submitted, if they meet the minimum requirements of the specifications. For full consideration, all necessary technical data will be furnished with such alternate bids so proper evaluations can be made.
10. SOLICITATION CHANGES OR CLARIFICATIONS:
Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Department for its consideration, **provided the requests are made in writing.**

All requests will be mailed to the City of El Paso, Purchasing Department, ATTN: Monica E. Vera, C.P. M., PO Box 1919, El Paso, Texas 79999 - 1919 or faxed to (915) 541-4347.
11. **SOLICITATION AMENDMENTS:
ALL AMENDMENTS MUST BE TAKEN INTO CONSIDERATION WHEN PROVIDING A RESPONSE.**
12. RFP PREPARATION COSTS:
This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.
13. DEFINITION OF COMPLETE:
The word "complete" means that each proposed unit of equipment will include all appurtenances, fasteners, parts, accessories and services ordinarily catalogued.
14. ADDITIONAL INFORMATION:
For further procedural information concerning this Request for Proposals contact Monica E. Vera, C.P.M., Purchasing Department, telephone no. (915) 541-4234, FAX no (915) 541-4347.
15. ACCEPTANCE OR REJECTION OF RFPs:
The City reserves the right to accept or reject any or all RFPs, to waive all minor technicalities, and to accept the RFP determined to be the most favorable to the City.
16. TIME AND PLACE OF OPENING:
Offers will be opened and read in Council Chambers, Second Floor, City Hall, shortly after 2:00 p.m. on opening day. However, you are cautioned that offers must be received in the Purchasing Department, before the time stated.
17. NOTICE TO NONRESIDENTS:
This paragraph does not apply.
18. ROUNDING:
Except those commodities normally priced to four decimal places, bids submitted beyond two decimals will be rounded off to the nearest cent.

19. UNIT PRICES:
In the event of a discrepancy between the unit price offered, and the extension thereof, the unit price shall prevail.
20. TIE BIDS: **REV. 06/10/97**
This paragraph does not apply.
21. BID RESULTS:
Any questions concerning RFP results should be directed to the City of El Paso Purchasing Department, P. O. Box 1919, El Paso, Texas, 79999-1919.
22. BID TABULATIONS:
This paragraph does not apply.

APPENDIX "A"

FLOOR PLAN OF PLAZA THEATRE PERFORMING ARTS CENTRE

If you have the electronic version of this RFP it is by separate file.

APPENDIX B

City of El Paso and El Paso Empowerment Zone

Business Incentives

Texas Enterprise Zone Program – Texas Enterprise Zones (TEZ's) are designated in economically distressed areas of the state which include all of the El Paso Empowerment Zone and Enterprise Community. A TEZ project may be eligible for refunds of state sales and use taxes paid for building, materials, machinery and equipment of \$5,000 per employee up to \$250,000 per year. Designation lasts for five years. In order to receive this benefit, company must be located in a TEZ. Qualifying criteria are amount of capital investment, job creation, and wages.

Sales and Use Tax Exemptions - State provides up to 100% exemption on sales or use tax on direct manufacturing equipment.

Tax Abatement - On a case-by-case basis, the City will give consideration for tax abatement to projects determined necessary for economic growth within Strategic Redevelopment Zones and to targeted industries. Abatement can include a percentage of both real and personal property. Qualifying criteria are amount of capital investment, job creation, wages, and location in a strategic Redevelopment Zone and/or Significant Economic Impact.

Franchise Tax Credits for Economic Development - Credits are given for research and development expenses and payments incurred, qualified capital investments

or expenditures made, or certain new jobs created in Texas on or after January 1, 2000. The sum of the three credits cannot exceed 100% of a corporation's franchise tax liability.

Empowerment Zone Employment Credit (EZ Wage Credit) – This credit against Federal taxes up to \$3,000 for existing and new hires who lives and works in the EZ. The credit is available through December, 2009. There is no limit to the number of employees, however EZ Wage credit cannot count same wages for the Work Opportunity Credit and the Welfare to Work credits. Applicable IRS Tax form: Form 884 and Publication 954.

Empowerment Zone Increased Section 179 Deduction- Allows businesses to deduct all or part of the cost of certain qualifying property in the year they place in it service. Deduction may be up to \$20K in additional expenses increasing to \$35K for property acquired after 12/31/01. Permits a business to take a deduction for the full cost of equipment in the year that it is purchased. There is no longer a need for a tax depreciation schedule

Empowerment Zone Commercial Revitalization Deduction - Businesses that construct or rehabilitate commercial property in the Renewal Communities can deduct a portion of the costs of acquisition and rehabilitation over a shorter period of time. Can elect a deduction of half of “qualifying revitalization expenditures” (QRE) up to \$10 million for any one project in the year the building

is placed in service or can deduct all QRE pro rata over 10 years

Work Opportunity Tax Credit - Credit up to \$2,400 on Federal taxes for businesses for each new hire from groups that have high unemployment rates or other special employment needs, including youth ages 18-24 who live in an EZ, EC, RC.

For questions regarding Empowerment Zone Tax Incentives please contact the El Paso Empowerment Zone Corporation, Martin Dominguez at 915-351-1680.

Workforce Incentives - Customized Training (CT) or On-the-Job Training (OJT). CT picks up 50% of cost of training employees prior to employment (for a period of up to 6 months). OJT picks up 50% of employees salary while they are being trained on site (from 3 to 6 months). For further information please contact Javier Veloz, Upper Rio Grande Workforce Board at 915-772-2002 #275.

QUALIFICATIONS AND EXPERIENCE QUESTIONNAIRE

*INSTRUCTIONS: This questionnaire **must** be completed in full as a condition of the Proposal. Statements must be complete, accurate, and in the form requested.*

A. MINIMUM EXPERIENCE REQUIREMENTS:

In awarding a contract, the City will consider the following in determining a proposer's ability to perform:

1. Whether the proposer has been in continuous existence in the same retail/wholesale merchandise business for the last 5 years.
2. Whether the proposer has a demonstrated ability to procure and offer for sale general merchandise and specialty merchandise in a setting that incorporates innovative concepts and designs.
3. Whether the proposer has demonstrated financial responsibility.

If the proposal is to be made by a subsidiary of a parent company or corporation, such subsidiary may submit the financial statement of the parent company. Such parent company shall, however, become bound jointly with the subsidiary and, if the subsidiary is awarded the contract, the parent company shall be bound in the performance of the subsidiary. Such parent company must acknowledge its joint obligation with its subsidiary, and the proposal, when submitted, is to be accompanied by a resolution of the governing body of the parent company authorizing the obligations contained therein.

B. GENERAL INFORMATION:

1. Correct legal name and address of Proposer:

Telephone number: _____

Fax number: _____

2. Proposer intends to operate _____ as a corporation (); general partnership (); limited partnership (); limited liability company (); joint venture (); sole proprietorship (); or other ().

If "other", Explain: _____.

C. BUSINESS STATEMENT:

Proposer agrees to provide the following minimum information regarding its organization. City reserves the right to request and receive additional or supplemental information and copies of relevant organization documents and records.

CORPORATION

If a corporation or a corporation-in-information, please answer the following:

When incorporated? _____

Where incorporated? _____

Is the corporation authorized to do business in Texas?

Yes ()

No ()

If so, as of what date? _____

Provide the following information about the principal officers of the corporation and shareholders who own more than 10% of the corporation stock. (Attach an additional sheet if necessary.)

Name, Title and Address:

Name and address of agent for process in the State of Texas.

PARTNERSHIP

If a partnership, please answer the following:

Date of and state of organization: _____

General Partnership () Limited Partnership ()

Has the partnership done business in Texas?

Yes () No ()

Name and Address of each general partner:

(Name) (Address)

LIMITED LIABILITY COMPANY

If a limited liability company, please provide the following:

Name of Limited Liability Company: _____

Date and state of organization: _____

States where authorized as Limited Liability Company: _____

Member or Manager managed? _____

Name and address of each Member:

Name and address of each Manager:

JOINT VENTURE

If a joint venture, answer the following:

Date and state of organization: _____

Has the joint venture done business in Texas?

Yes ()

No ()

Name and address of each joint venture participant:

SOLE PROPRIETORSHIP

If sole proprietorship, please provide the following:

Proprietor's name in full: _____

How long in business under this company name? _____ Years.

How long in this type of business? _____ Years.

D. STATEMENT OF QUALIFICATIONS AND EXPERIENCE:

For each question that requires an attachment, please restate on the attachment the paragraph number, e.g., Attachment 4, C, and the corresponding question.)

- 1.** Are you are certified by the City of El Paso as a Disadvantaged Business or Woman-Owned Business Enterprise.

Yes ()

No ()

(Items 2-9, if additional space is required for your response, attach on separate pages.)

- 2.** Describe the nature of your experience in the operation of retail/wholesale merchandise facilities and services.

- 3.** Number of persons you currently employ in such operations:

- 4.** Names and experience of your key personnel:

- 5.** Names, addresses, and telephone numbers for landlords, if any, for all operations listed in Paragraph 2 above:

- 6.** Name, location, and dates of all retail/wholesale merchandise concession agreements (or other concession or retail lease agreements), if any, that have been terminated within the last five (5) years, for any reason, either voluntarily or involuntarily, prior to the expiration of their term; also list any judgments terminating any merchandise concession agreements operated by you within the last five (5) years. Describe the reason for early termination of any contracts by voluntary or involuntary reasons or judgments. If none, indicate "none" here _____.

- 7.** Names of your current and intended credit card affiliations:

- 8.** Number and list the locations of retail/wholesale merchandise facilities your organization manages or operates in the El Paso Metropolitan area, if any:

- 9.** Management and Operating Program:

- a. Provide a description of the management structure and operating plan (including staffing plan) to be used in the conduct of the operation. Describe the relationship of the local operating staff for Plaza Theatre Performing Arts Centre to the corporate operating structure, if applicable, and the degree of authority the local manager will have in relation to the corporate operating structure. Please use charts, diagrams, or descriptive materials to expand or clarify.
- b. Describe your personnel policies and training programs.
- c. Submit a resume of the on-site manager whom you propose to assign to the Plaza Theatre Performing Arts Centre operation and describe the background of any other management personnel to be assigned to the operation.
- d. Describe your customer service philosophy.
- e. Provide forecasts of anticipated revenues from sales from the Plaza Theatre Performing Arts Centre shops for the first five years of operation.
- f. Describe your proposed employee benefits package.

10. Merchandise Lists.

Submit a list of types of concessions and types of merchandise proposed to be offered for sale in the Plaza Theatre Performing Arts Centre.

11. Marketing Program.

Submit a description of the program Proposer proposes to use to market Plaza Theatre Performing Arts Centre, with emphasis on measures designed to optimize patronage.

E. FINANCIAL STATEMENTS:

- 1. Financial Statements.** Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

- a. Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- b. The most recent Forms 10Q since the last Form 10K was submitted.
- c. Any Form 8K's in your last fiscal year.

If a **privately** held organization:

- a. Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
- b. Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

- 2. Evidence of Financial Responsibility.** Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating; or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the Proposer's ability to comply with all of the requirements in the Proposal Documents. Incomplete disclosures may result in a proposal being deemed non-responsive.

3. Surety Information.

Have you ever had a bond or surety canceled or forfeited?

Yes ()

No ()

If yes, state the name of the bonding company, date, amount of bond, and reasons for such cancellation or forfeiture.

Provide information and documentation, including name of bonding company or reference, that indicates your ability to qualify for, obtain, and submit Performance and Construction Bonds that must be submitted to the City if your organization is awarded this concession privilege.

4. Bankruptcy Information.

Has the organization, corporation, partnership, or principal owners of the organization ever declared bankruptcy?

Yes ()

No ()

If yes, give details including date, court jurisdiction, amount of liabilities, and amount of assets.

F. OTHER INFORMATION:

Has the proposer, or any partner, subcontractor, joint venture participant or individual serving as an officer of the proposer been convicted of, or pleaded no contest to, a crime?

Yes ()

No ()

(If yes, attach detailed information).

G. CONDITIONS OF PROPOSAL SUBMITTED.

The City reserves the right to accept or reject any or all proposals and, to the extent permitted by law, to waive formalities. All proposals are to be prepared and submitted in accordance with the provisions of the Request for Proposals, and the City reserves the right to consider any proposals, therefore, subject to rejection as being nonresponsive to the proposal request. The City may, in its sole discretion, determine that any defect in a proposal is harmless if such defect related to an element, which is not mandatory or essential to the responsiveness of the proposal, and the City may accept the proposal in spite of the existence of a harmless defect. Any proposal received after the time and date specified shall not be considered.

H. METHOD OF AWARD:

Any selection made under this solicitation shall be made to the proposer who provides the best offer for the City based on the evaluation criteria found on page RFP-15 of the Request for Proposals. Should any evaluating factor change prior to selection, the proposer shall promptly notify the City of such change.

The City may investigate additional elements of the proposer's capacity, as it deems necessary, to determine the responsibility of the proposer and its ability to perform all work required for satisfactory completion of this project. The proposer shall furnish to the City all such information and data as requested for this purpose. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

I. SPECIAL ACKNOWLEDGEMENTS:

The undersigned hereby acknowledges and agrees that:

1. The Request for Proposals has been reviewed by the undersigned prior to the execution of this proposal.
2. The premises at the Plaza Theatre Performing Arts Centre, and plans showing the location of such premises, have been inspected by the undersigned, who has become thoroughly familiar with the premises and with the proposed method of operation;
3. The City may reject any or all proposals submitted;
4. The City may award the privilege to the Proposer that, in the sole opinion of the City, best serves the City and the public interest;
5. The decision of the City in selection of the successful Proposer shall be final, and not subject to review or attack; and
6. This proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Proposer acknowledges that the City of El Paso has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the City of El Paso of information sought in such inquiry or investigation.

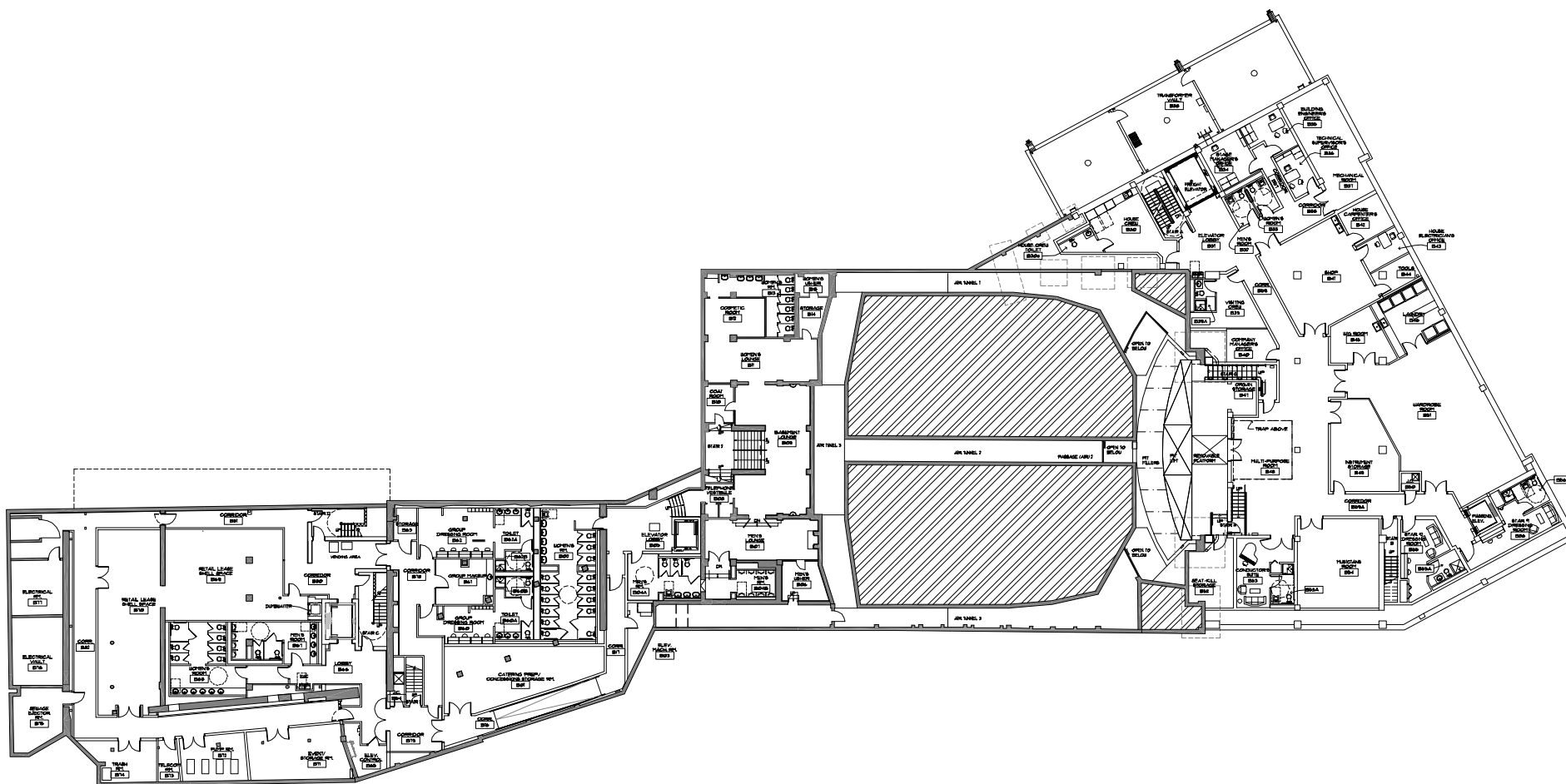
By: _____

Name: _____

Title: _____

(corporate seal, if applicable)

ATTESTED BY:

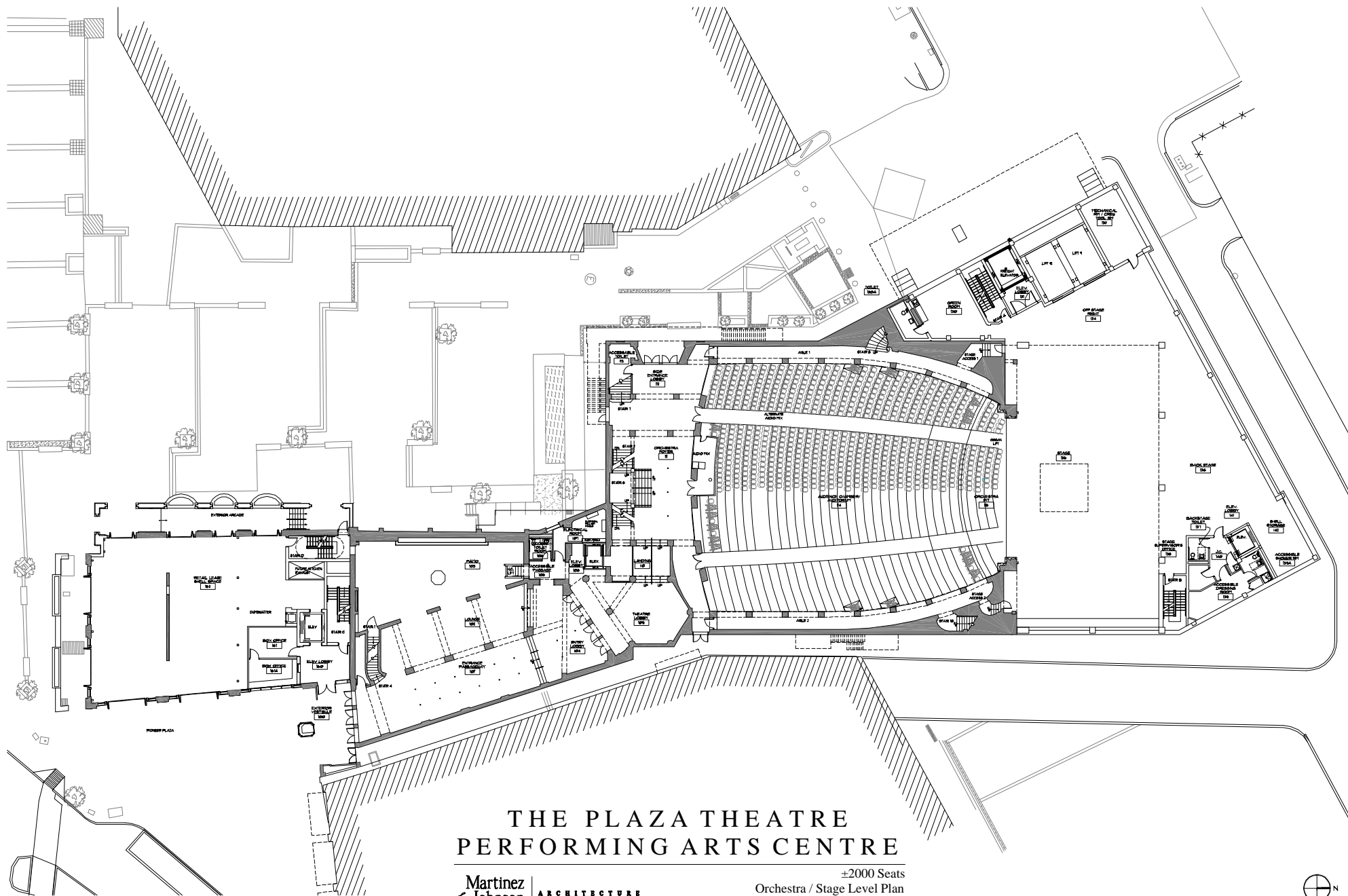


THE PLAZA THEATRE PERFORMING ARTS CENTRE

Martinez
& Johnson ARCHITECTURE

±2000 Seats
Basement Floor Plan
N.T.S. | August 2003



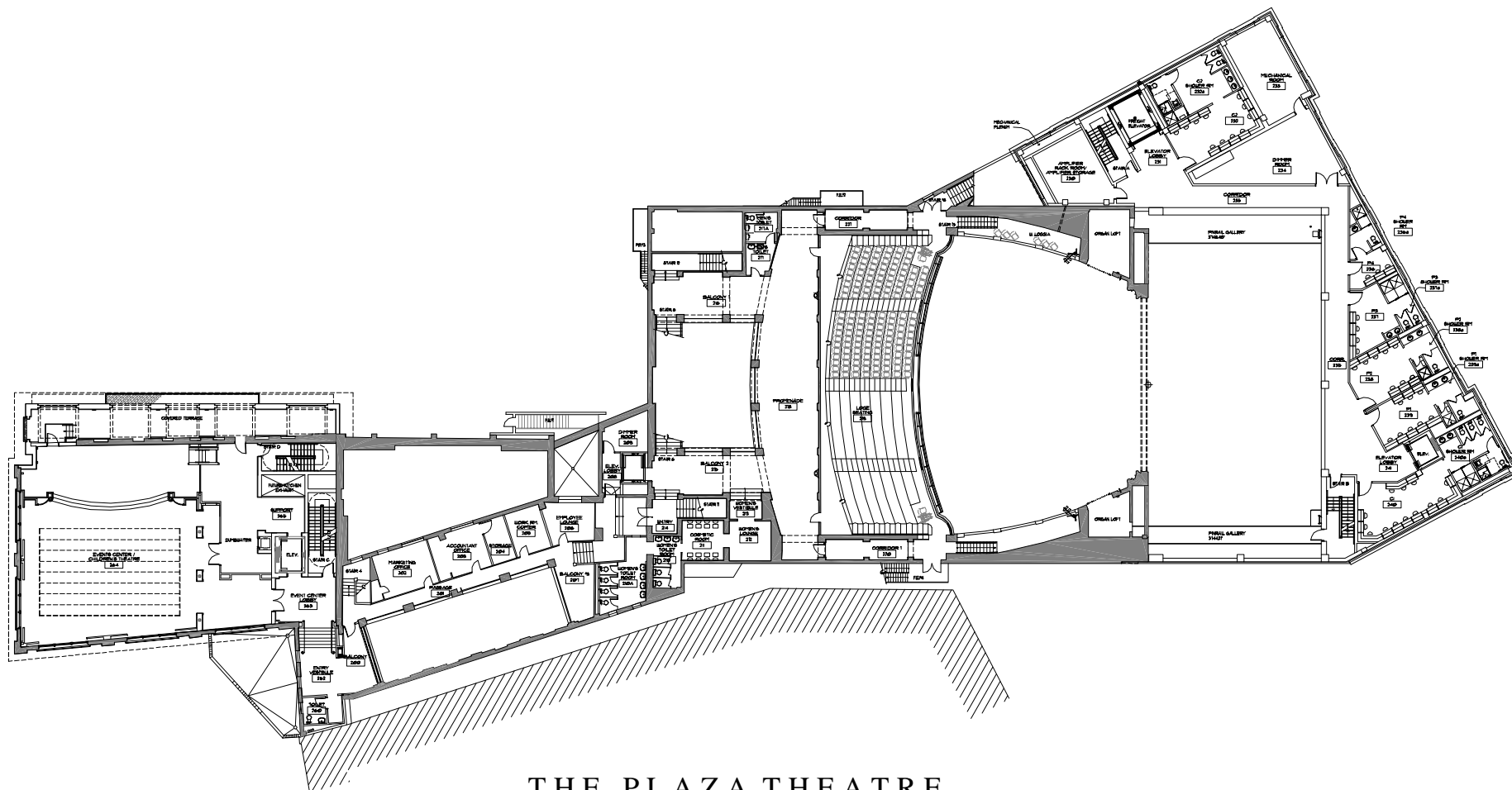


THE PLAZA THEATRE PERFORMING ARTS CENTRE

Martinez
& Johnson ARCHITECTURE

±2000 Seats
Orchestra / Stage Level Plan
N.T.S. | August 2003



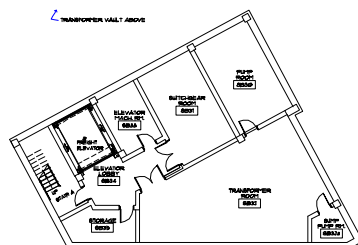


THE PLAZA THEATRE PERFORMING ARTS CENTRE

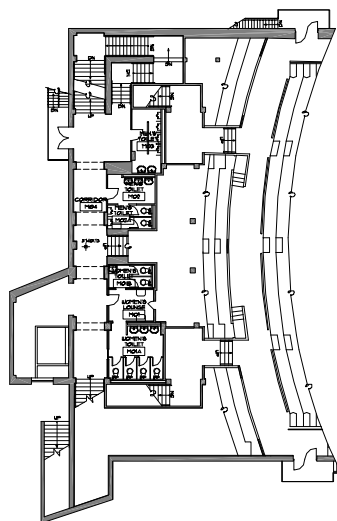
Martinez
& Johnson | ARCHITECTURE

±2000 Seats
Loge / 2nd Floor Plan
N.T.S. | August 2003

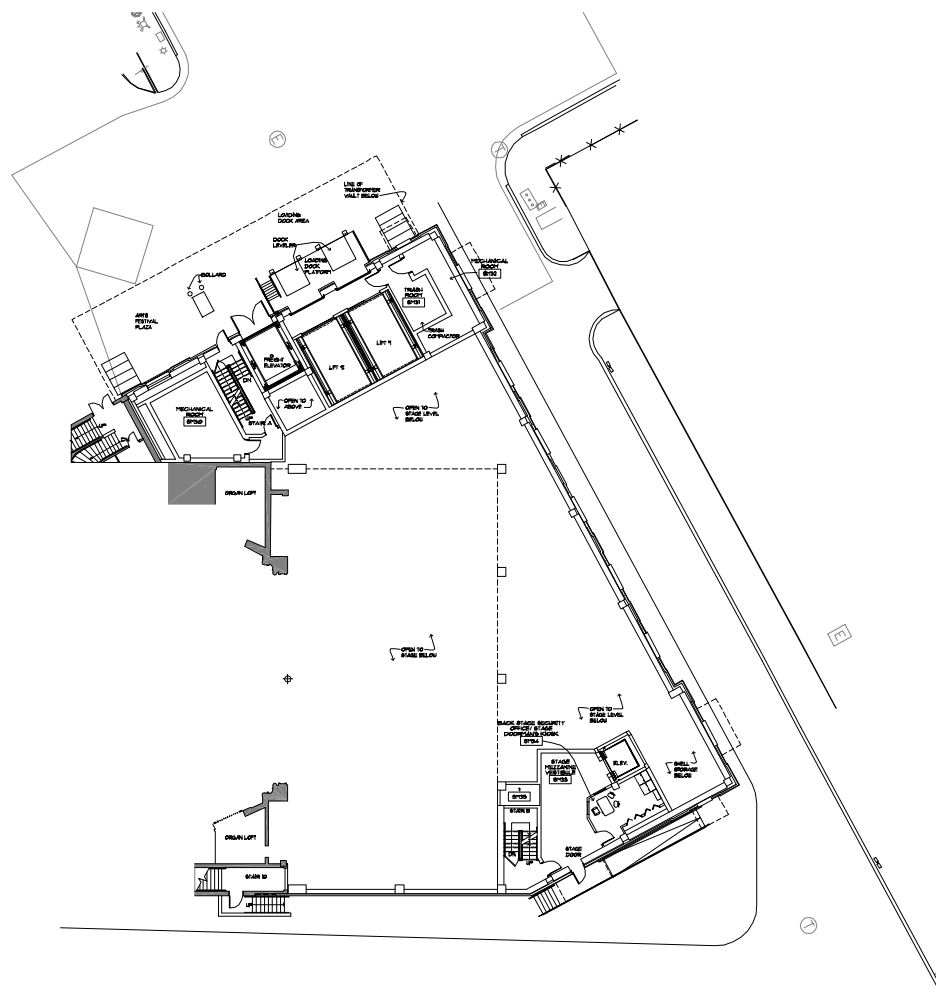




Sub-Basement



Theatre Mezzanine



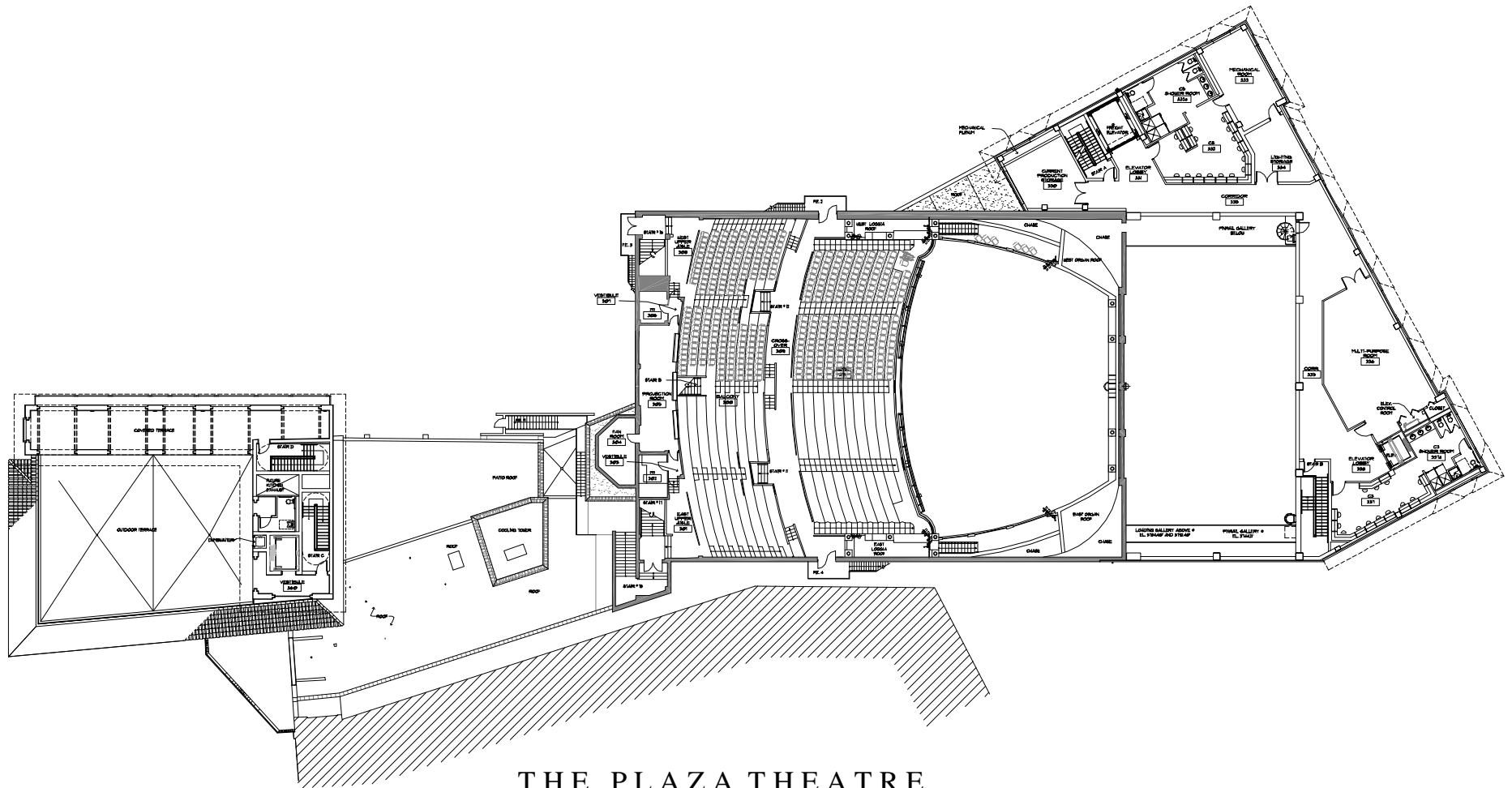
Stage Mezzanine

THE PLAZA THEATRE
PERFORMING ARTS CENTRE

Martinez & Johnson | ARCHITECTURE

±2000 Seats
Mezzanine and Sub-Basement Plans
N.T.S. | August 2003



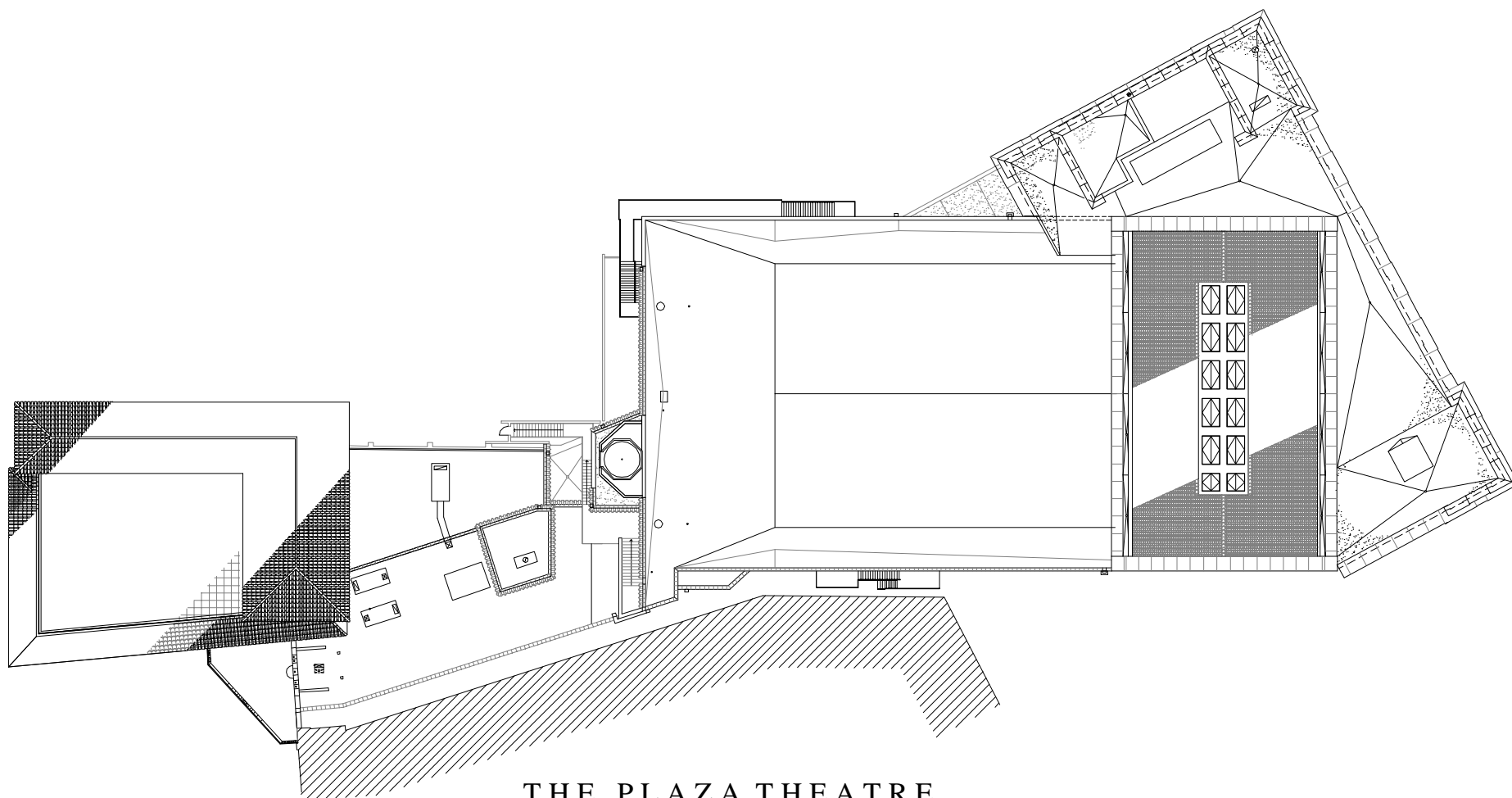


THE PLAZA THEATRE PERFORMING ARTS CENTRE

Martinez
& Johnson | ARCHITECTURE

±2000 Seats
Balcony / 3rd Floor Plan
N.T.S. | August 2003





THE PLAZA THEATRE
PERFORMING ARTS CENTRE

Martinez
& Johnson | ARCHITECTURE

±2000 Seats
Roof Plan
N.T.S. | August 2003

